



## **City of Greenville, NC**

200 W. 5<sup>th</sup> St.  
PO Box 7202  
Greenville, NC 27834  
Phone: 252-329-4862

## **Request for Proposal Police Software RFP # 17-18-09**

RFP Issue Date: September 19, 2017  
Question Submittal: October 3, 2017 at 3pm EST  
Proposals Due: October 19, 2017 at 3pm EST

RFP Materials and Addendum are available at: [www.greenvillenc.gov](http://www.greenvillenc.gov)

Contract Type: Fixed Price

# Proposal Submission

**Proposal Due Date:** Thursday, October 19, 2017 no later than 3:00 PM local time

No late proposals will be accepted. The time of receipt shall be determined by the time clock stamp in the Financial Services office. Vendors are responsible for insuring that their proposals are received by the deadline indicated

**Submit:** 1 PRINTED, SIGNED ORIGINAL PROPOSAL and signed addenda (if applicable)  
3 COPIES OF ORIGINAL PROPOSAL  
1 CD-ROM or USB drive containing an electronic version of the proposal and any supporting documentation to:

Ms. Denisha Harris, Purchasing Manager  
Financial Services/Purchasing  
City of Greenville  
P.O. Box 7207  
Greenville, NC 27835-7207  
252-329-4862  
dharris@greenvillenc.gov

Proposals submitted only electronically, or via facsimile (FAX) machine will not be accepted. The City reserves the right to accept or reject any or all proposals, reserves the right to waive informalities and to take such action as it deems necessary in the best interest of the City of Greenville.

***Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:***

City of Greenville  
Ms. Denisha Harris, Purchasing Manager  
252-329-4862  
dharris@greenvillenc.gov

The City of Greenville, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

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**Anticipated Timeline Overview**

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

<b>Milestone</b>	<b>Timeframe</b>
RFP issuance	Tuesday, September 19, 2017
Deadline for clarification questions	Tuesday, October 3, 2017 @ 3:00pm EST
City of Greenville distributes responses for vendor RFP clarification questions	Tuesday, October 10, 2017 @ 3:00pm EST
Vendor proposals due	Thursday, October 19, 2017 @ 3:00pm EST
Notification of demonstration dates	Thursday, October 26, 2017
Demonstrations of software	Week of November 6, 2017 or Week of November 13, 2017
Other due diligence	December 2017 - January 2018
Contract negotiations and award	January 2018 - March 2018

## 1. Introduction

### 1.1 Offer and Acceptance

This solicitation advertises the City's needs for the services and/or goods described herein. The City seeks proposals comprising competitive proposals offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The City's acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the City's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Vendor's proposal. No standard forms, contracts or licensing terms / conditions proposed by the Vendor will supersede or replace any terms or conditions of Section 5 of this RFP, unless agreed to in writing by the City.

### 1.2 Definitions

The definitions contained below do hereby apply and are incorporated herein by reference. Every attempt to capitalize these definitions throughout has been made, but in no event shall such failure to capitalize said terms otherwise negate their definitions herein.

- **RFP:** Request for Proposal
- **Client** or **City:** Is the City of Greenville, North Carolina, and its Departments.
- **IT:** Information Technology
- **Police Software, Police Software System, the Solution, the System** or **Software** means the police software solution that the successful vendor responding to this RFP will be responsible for providing.
- **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
- **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. § 25-2-105 (UCC definition of goods).
- **Reasonable** or **Necessary** or **Proper:** as used herein shall be interpreted solely by the City.
- **Or** and **and:** As used herein, the words "or" and "and" shall have the disjunctive and the conjunctive meanings, as required to give the sentence where the word is used the broadest possible meaning. For example, a sentence stating "support or refer" should be read as "support and refer" if an obligation under the Agreement that does both can be made.
- **Parties:** Unless otherwise specified, the term parties shall collectively mean the "City" and the "Vendor."
- **Subcontractor:** As used herein, the term "subcontractor" means any licensed or unlicensed person who enters or entered a contract with Vendor to perform any of the obligations under this Agreement.
- **Vendor** or **Proposer:** Unless otherwise specified, the terms Vendor or Proposer shall interchangeably and synonymously mean the company, firm, corporation, partnership,

individual, or entity, by whatever nature known, submitting a response to a solicitation and shall also include Vendor's staff as herein defined.

- **Vendor's staff or Proposer's staff:** Unless otherwise specified, the terms Vendor's staff or Proposer's staff shall interchangeably and synonymously mean all subunits of Vendor or Proposer, and all agents, employees, staff, servants, officers, directors, subcontractors, materialmen, and each person working for or on behalf, or acting, or purporting to act, for said Vendor or Proposer.
- **City Official:** Unless otherwise specified, the term City official shall mean either of the following: City Manager, Assistant City Manager, Department Head, or Division Head (which, regarding Greenville Police Department or Greenville Fire/Rescue officers, includes those with rank or equivalent rank of Lieutenant or higher).

### 1.3 City Background

With a current population of over 90,000 residents, the City provides a full range of municipal services. These services include Public Safety, Public Works, Community Development, Recreation and Parks, Financial Services, Human Resources, Administration, and Information Technology. The City's 2017 adopted budget is approximately \$128 million and has a capital program of \$36 million. The best source for reviewing the scope of services and financials of the City would be to access the City's Comprehensive Annual Financial Report and related reports available under the Financial Services department web page at [www.greenvillenc.gov](http://www.greenvillenc.gov).

### 1.4 Project Overview

All three CAD, RMS, and Mobile systems are critical law enforcement tools. The new system will be replacing the outdated New World Systems/Tyler Technologies Aegis MSP suite currently in place.

The purpose of this request is to purchase a new integrated Computer Aided Dispatch System (CAD), Records Management System (RMS), and Mobile system for the Greenville Police Department (GPD). The new suite will be required to provide reliable integrated computerized dispatching, record-keeping, mobile software, including report Automated Field Report (AFR) forms, Automatic Vehicle Location (AVL), a mobile application capable to initiate calls and access CAD/RMS that is device agnostic and use recognized information-sharing standard practices by today's law enforcement community is imperative. Law enforcement agencies must communicate agency-to-agency and across all governmental boundaries (County, State, Federal, etc.) to protect the community's citizens. The CAD system must be seamlessly connected with Pitt County 911 for dispatching CAD-to-CAD, and with the Pitt County Sheriff's Office, East Carolina University Police, and Vidant Hospital CAD, RMS and Mobiles for interoperability of these systems across Pitt County, North Carolina.

The GPD depends on all three, CAD, RMS, and Mobile systems to dispatch emergency calls in seconds and create reports in the Mobile system that go directly into the RMS all of which are essential to the investigative, arrest, and judicial process.

The City of Greenville anticipates that Vendor shall propose a complete software solution, including software and the related implementation services. The Vendor implementation services should include but should not be limited to project management, software installation, hardware design, data conversion, system testing, report development, integration and interface development, system documentation development, implementation and training, and ongoing support and maintenance.



Additional details and descriptions related to the specifics of the expected scope can be found in Section 3 – Proposal Response Format.

#### **1.4.1 Project Objectives**

The following objectives are to be accomplished with the successful completion of this project:

1. Replace the outdated New World Systems/Tyler Technologies Aegis MSP suite of CAD, RMS and Mobiles with a system capable of being supported on current Microsoft Windows Server versions.
2. Improve operational continuity with a CAD, RMS, and Mobile system with a demonstrated high reliability rate used by multiple law enforcement agencies of similar or larger size to GPD.
3. Improve emergency call handling processes reducing time required from when it is received by Pitt County 911 to when it is dispatched by GPD, and to when reports taken are a part of the RMS.
4. Improve safety by the ability to know where personnel are in the field not only where a vehicle is located within the applications.
5. Improve system management and reporting to give GPD command the capability to stay abreast of a changing environment in the field for decision support.
6. Improve upon electronic based forms used by GPD officers to eliminate paper forms to the degree possible and provide better flexibility to address reporting changes requested by GPD command or mandated by the North Carolina State Bureau of Investigation (SBI) or FBI.
7. Improve the Incident Based Reporting System (IBR) error checking processes to remove ambiguity for support staff reducing the time required for submission to the State, meeting required changes to the new NC-DEx/NC-NIBRS system for future reporting requirements.
8. Increase staff and operational effectiveness and productivity by means of the new applications to include the use of smart devices wherever possible.
9. Successfully convert all data in the New World database into a usable format in the new system.
10. Where possible, integrate with other key business systems in GPD and the City providing a path for future integration, such as connecting the CAD system to the City's video camera system for emergency calls based on GPS locations.
11. Implement a system capable of growth potential not only for additional users but to integrate with neighboring law enforcement agencies to create an interoperable environment. Demonstrate capability to add new technology such as: smart devices such as smartphones,

body worn cameras (BWC), barcode readers, fingerprint readers, and interface with the Viper system to take full advantage of GPS units installed inside Viper handheld radios.

#### **1.4.2 Hosted Implementation Options**

Vendor is requested to provide cost proposals in its submission for a standard on-premise hosted solution and/or a Software as a Service (SaaS) solution. If both an on-premise solution and SaaS solution is proposed, Vendor shall clearly indicate the differences between the required on-premise solution and the SaaS solution in both the Technical and Cost proposal. GPD will entertain the SaaS hosted solution proposals only if there are adequate backup solutions in cases of systems failures outside of the Greenville area due to our City's proximity to the North Carolina coast. System redundancy is crucial to the City as well as its citizens that GPD serves. An example of an acceptable hosted solution could be a hybrid model where reporting services are run offsite but all critical functions from 911 call-taking to report creation are onsite.

#### **1.4.3 Current Environment and Processes**

GPD has 225 laptop computers in the field as mobile devices with printers, 70 desktop computers, 20 workstations, and a dozen magnetic strip/barcode readers. The New World Systems/Tyler Technologies Aegis MSP suite resides on Windows 2008 servers within a VMware and clustered environment running DoubleTake software for high reliability failovers to an offsite disaster recovery at one of the City's Fire Stations. Other facets of the environment include:

- The New World Interoperability Engine runs on the CAD/RMS server and provides an import process for the State's eCitation and Interplat's eCrash applications.
- There is a separate business analytics server housing the New World Decision Support software with a "data cube" that is updating on a daily basis which has data connections with MS Excel and various dashboard capabilities.
- The New World Mobile system is connected to The National Crime Information Center (NCIC) through a Cisco switch at City IT.
- For two-level authentication the City uses NetMotion together with RSA SID700 tokens assigned to all officers requiring field access.
- New World provides the NC Traffic Stop Report using an electronic form in their Demographic Profiling module and reports are submitted monthly to the State in a specific ASCII file format as required by the State.
- The NC Traffic Stop Report submission file is created manually using a SQL script which is used to pull this data monthly to send to the State as required by statute.
- New World meets requirements for the FBI's Incident Based Reporting (IBR) system and is setup with North Carolina's Level 3 Reporting which meets the State's and FBI's guidelines.

- New World will be required to change IBR submission files to meet the new “NC-DEx/NC-NIBRS” requirements starting 1/1/18.
- Processes are in place for several applications to extract data from the New World SQL database:
  - Carolina’s LInX— Provided through a grant by NCIS maintained by Northrup Grumman.
  - LexisNexis—ATAC and ATACRAIDS providing data for this crime analysis software suite.
  - Omega CrimeView Desktop—provides crime analyst data.
  - City IT—Has a process setup using Crystal Reports to extract and publish data on the City’s website for Arrests, Calls for Service, and Case Reports.

#### **1.4.4 Potential Process Improvements**

GPD would like to replace the outdated software suite of CAD, RMS, Mobiles, and reporting with a state of the art software platform that can be expected to be supported for years to come, and when implemented, it will improve or have potential to improve:

- Officer productivity; reducing delays in data collection and report writing.
- Officer safety through GPS tracking in near to real time.
- Mapping that is easily updated.
- System downtime through increased reliability/stability of both server and client systems.
- Crime reporting with built-in IBR error checks on the front end as possible.
- Reporting abilities to include completing field reports offline.
- System report creation within the software suite that provides ready-to-use reports and improved ad hoc reporting capabilities.
- Ability to connect CAD and Mobiles with the City’s Milestone video camera system.
- Ability to connect and store related videos with a nearly seamless connection to the City’s Coban servers.
- Ability to present emergency calls with close by video cameras located on the CAD map able to be viewed immediately for emergency calls.
- Ability of CAD system to meet or exceed Next Generation 911 (NG911) requirements.

### 1.4.5 Current Technical Environment

A summary of the City’s current technical environment is as follows:

Area	Description
<b>Network Infrastructure Configuration (WAN &amp; Internet)</b>	<ul style="list-style-type: none"> <li>▪ The City’s data network encompasses 28 buildings. All Servers and networking services are centralized in the Primary Data Center, redundant servers are housed for critical applications at the Secondary Data Center. All SAN storage is replicated to the Secondary Data Center in real time. A Disaster Recovery (DR) copy of nightly backups is replicated to the Secondary Data Center site once per day. All major sites are dual homed via fiber to the Primary Data Center and Secondary Data Center.</li> <li>▪ Most City offices are connected to the primary data center and secondary data center via fiber optic cabling. Connection speeds for fiber connected sites are all 1 gigabit. The main data center and secondary data center are connected via (2) 40 Gbps links.</li> <li>▪ The City’s primary internet connection is provided by MCNC. There are (2) 1 Gigabit per second fault tolerant links connecting to MCNC. An alternative backup connection is provided by SuddenLink Communications at a speed of 20 Mbps.</li> </ul>
<b>Data Network</b>	<ul style="list-style-type: none"> <li>▪ The City primarily uses Avaya Ethernet Routing Switches. The core switches are 2 Avaya VSP-8404 Virtual Service Platform (One located at the Primary Data Center, the other at the Secondary Data Center). Top of rack switches at each datacenter are Avaya ERS 5900 switches with 3 10gb connections to each core switch. Each core switch is attached to the Cisco UCS via 10gb as well.</li> <li>▪ Most access layer switches are 48 port, POE, Gigabit switches.</li> </ul>
<b>Server &amp; Operating System Standard</b>	<ul style="list-style-type: none"> <li>▪ The predominant operating system on the servers is Microsoft Windows Server 2008 R2 and 2012 with very few 2003 servers running legacy applications. Unless otherwise impractical, all servers are members of Active Directory. There is a single domain managed by 3 domain controllers</li> <li>▪ The City has standardized on MS SQL 2005, MS SQL 2008, and MS SQL 2012 for databases. A large portion of the applications are utilizing SQL 2012.</li> <li>▪ The City’s current standard for ESX server platforms is Cisco Blades.</li> <li>▪ Software proposed for this implementation must run on Cisco UCS Blades.</li> </ul>

Area	Description
<b>Workstation Standard</b>	<ul style="list-style-type: none"><li>▪ There are approximately 700 workstations/laptops currently in use. Desktops are HP based and Laptops are a mix of Panasonic ToughBooks, HP EliteBooks, and HP ProBooks in the majority of cases. Workstations are refreshed approximately every 4 years.</li><li>▪ All systems are equipped with a minimum 3GB RAM. All Windows 7 systems have between 4GB and 8GB of RAM.</li><li>▪ Microsoft Office 2013 is the office productivity suite used by the City. Outlook 2013 is used to access collaboration tools provided by the Exchange 2010 Server.</li><li>▪ Workstations are managed by SCCM and application packages are deployed by a mixture of SCCM and standard installation files.</li><li>▪ Windows updates to the workstations are delivered automatically using SCCM.</li><li>▪ Microsoft Forefront Protection antivirus is used on all workstations. Virus signature updates are derived from the SCCM server.</li></ul>
<b>Storage &amp; Backup Environment</b>	<ul style="list-style-type: none"><li>▪ The City has 2 EMC VNX-5400 4gig fiber channel based SANs that house all of the Virtual Machines and their data. Capacity exists on the SAN for expansion.</li><li>▪ All LUNS from the Primary Data Center are replicated in real time to the unit at the Secondary Data Center for DR purposes.</li><li>▪ All servers are backed-up incrementally on a nightly basis. The backup repository is then replicated to a storage appliance located at the Secondary Data Center. Monthly full backups are run once per month and backed up to LTO4 tape media and taken off site and stored indefinitely.</li><li>▪ If deemed appropriate, the backup strategy for the incoming system(s) can be incorporated into the City's current backup strategy. It would be backed-up using the City's Backup system and would be replicated to the City's Secondary Data Center.</li></ul>

## 2. Vendor Proposal Guidelines

### 2.1 Intent

Before submitting a proposal, the Vendor shall be thoroughly familiar with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor.

The Vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

### 2.2 Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

**One (1) original and three (3) copies** of the Vendor's proposal must be submitted **by 3:00 PM, local time, Thursday, October 19, 2017** to:

City of Greenville  
Ms. Denisha Harris, Purchasing Manager  
Financial Services/Purchasing  
P.O. Box 7207  
Greenville, NC 27835-7207  
252-329-4462  
[dharris@greenvillenc.gov](mailto:dharris@greenvillenc.gov)

Submittals received after the stated time will be returned unopened and will not be considered.

All proposals must contain the wording: **Police Software System** on the package. A Technical Proposal and a separate sealed Cost Proposal must be accompanied in the same package. Proposals received after the deadline will not be accepted. Proposals may not be delivered via facsimile or email.

Additionally, vendors must send **one (1)** electronic copy (.doc, .docx, or .pdf) of the complete Vendor proposal response, including the completed Functional Requirements spreadsheet (.xlsx), Pricing Form spreadsheet (.xlsx) and Vendor Forms (.docx) in the same format in which they were provided (MS Excel and Word).

## 2.3 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, Section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Electronic copies of this proposal and relevant attachments are provided to facilitate the preparation of your response.

## 2.4 Notice to Vendors

The City objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response. By execution and delivery of this Request for Proposal and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

## 2.5 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. Failure to sign the Proposal Signature Form will render the proposal invalid.
3. The proposal must be signed in ink by an individual authorized to legally bind the Vendor submitting the proposal.
4. All manual signatures must have the name typed directly under the line of the signature.
5. The above requirements apply to all RFP addenda.

## 2.6 RFP Clarifications and Questions

If any firm or person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the prospective proposal responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding nor after award. All inquiries regarding this proposal must be written and should be **emailed** to:

City of Greenville  
Ms. Denisha Harris, Purchasing Manager  
[dharris@greenvillenc.gov](mailto:dharris@greenvillenc.gov)

Inquiries regarding the proposal will be accepted up to and including **Tuesday, October 3, 2017 at 3:00 PM EST**. Responses to questions will be distributed via an addendum to this RFP. If a Vendor contacts any person in the City other than the person named above, the offer of the Vendor is subject to rejection.

## **2.7 Read and Review**

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the City's intent as specified herein. If a Vendor discovers an inconsistency, error, or omission in this solicitation, the Vendor should request a clarification from the City contact listed in this document, in writing, within the time period identified hereinabove. Further, the Vendor, contractor, and/or services provider shall not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.

## **2.8 Vendor Responsibility**

The Vendor will be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of its ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products, and any software. The Vendor must provide a justification for its proposed hardware, product, and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying services, maintenance, warranties, value added services, or other criteria identified herein.

## **2.9 RFP Electronic Materials and Addendum**

The City will use its website to distribute all electronic materials related to this RFP.

[www.greenvillenc.gov](http://www.greenvillenc.gov)

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions, amendments, and/or addenda will also be posted to the City's website. Vendors are encouraged to check the website regularly for questions and answers and/or RFP Addenda. Vendor must acknowledge the addenda and include the same in the proposal package to be considered by the City. Failure to include may result in rejection of the proposal.

## **2.10 Tax Status**

The City is not exempt from paying state and local sales taxes. The City's Federal Tax ID# is 56-6000229. Applicable State and County taxes should be included in Vendor proposal Pricing Forms.

## **2.11 Reserved Rights**

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award a contract. The City also reserves the right to negotiate with potential Vendors so that the City's best interests are served. Upon determining that any of the following would be in its best interests, the City may do any of the following:

- a) Amend, modify, or withdraw this RFP;
- b) Revise any requirements under this RFP;



- c) Require supplemental statements of information from any responding party;
- d) Extend the deadline for submission of responses hereto;
- e) Negotiate or hold discussions with any Vendor to correct insufficient responses that do not completely conform to the instructions contained herein;
- f) Waive any formality or nonconformity with this RFP; and
- g) Waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- h) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so;
- i) Request additional information or clarification of information provided in the response without changing the terms of the RFP;
- j) Negotiate directly with one or more Vendors, if the response to this solicitation demonstrates a lack of competition;
- k) Determine whether Waiver of Competition criteria may be satisfied; if all responses are deficient and if so, negotiate with one or more Vendors;
- l) Not award, or if awarded, terminate any contract if the City determines adequate City funds are not available; or
- m) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked vendor.

## **2.12 City Council Privilege**

The City of Greenville City Council is the legislative and policy-making body for the City government. The City Council reserves the right to refuse any or all proposals in its entirety, or to select certain software products or services from various Vendor proposals, based on the best interests of the City, at its sole discretion. The City reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process, and to accept any proposal in the best interest of the City, at its sole discretion.

## **2.13 Historically Underutilized Businesses**

Pursuant to N.C.G.S. § 143-48 and § 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

## **2.14 Advertising**

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

### **2.15 Proposal Preparation Costs**

The Vendor is responsible for any and all costs incurred by the Vendor or Vendor's Subcontractors in responding to this request for proposal.

### **2.16 System Design Costs**

The successful Vendor shall be responsible for all design, information gathering, and required programming and configuration to achieve a successful implementation.

### **2.17 Alternate Proposals**

Alternate proposals are not acceptable. If a proposal contains an alternate proposal for any item in the solicitation, the Vendor's entire proposal is subject to rejection as nonresponsive.

### **2.18 Additional Charges**

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training, and Vendor travel charges.

### **2.19 Prompt Payment Discounts**

Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

### **2.20 Purchase Quantities**

The City reserves the right to purchase any quantities of items proposed without altering the unit purchase price upon award and throughout the contract period.

### **2.21 Pricing Eligibility Period**

All Vendor proposals are required to be offered for a term of not less than 180 calendar days in duration from the date of the proposal opening. A proposal may not be modified, withdrawn, or cancelled by Vendor during the 180 day time period following the time and date designated for the receipt of proposals. It is the City's intent to procure a software solution which meets the long term criteria of the City. The City, during the course of the selection process, may decide to purchase a subset of the Vendor's proposal components with the initial contract. The City requires that Vendor agrees to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the City's initial purchase, for a period of three (3) years from the date of the Vendor's proposal.

## **2.22 Rights to Pertinent Materials**

All materials submitted in response to this RFP become the property of the City, upon receipt, a part of a public record upon execution of contract with successful Vendor, and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Vendor resulting from this RFP process.

## **2.23 Confidential Information**

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes. Vendor proposals shall remain confidential until the City executes a contract with the successful Vendor. The Vendor understands that any material supplied to the City may be subject to public disclosure under the North Carolina Public Records Law.

## **2.24 Conflicts of Interest/Collusion**

The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the City and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract. Additionally, Vendors must submit the Non-Collusion Affidavit as part of their proposal response.

## **2.25 Evaluation Process and Criteria**

The City's evaluation procedures and award process are found in Appendix A, which is attached and incorporated herein.

## **2.26 Insurance Requirements**

See the "Insurance" area of Section 5 for insurance coverage details. The appropriate certificates must be furnished to the City by the Vendor before the awarding of the proposal and before the signing of any City/Vendor agreements and/or work performed by the Vendor.

## **2.27 Entire Agreement**

The final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives its future right to claim, contest, or assert that the agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

## **2.28 Award of Contract**

The Vendor shall be deemed as having been awarded a contract when an agreement has been negotiated and signed by both parties. Note that the successful Vendor, at the time of contract execution, must be currently licensed to do business in the State of North Carolina and provide evidence of such license.

### **2.29 Effective Date**

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the City until the appropriate City official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the City purchasing official, and that date has arrived or passed. The City shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on the City until an encumbrance of funds has been made for payment of the sums due under the contract.

### **2.30 Failure to Meet Proposal Requirements**

While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interests of the City.

### **2.31 Recycling and Source Reduction**

It is the policy of the City to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. The City encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use.

### **2.32 Miscellaneous**

Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

### 3. Proposal Response Format

#### 3.1 Introduction

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare its proposal in accordance with the instructions outlined in this section.

The City objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response. By execution and delivery of this Request for Proposal and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
1	Executive Summary
2	Company Background
3	Proposed Solution
4	Implementation Plan
5	Staffing Plan
6	Ongoing Support and Maintenance
7	Response To Software Requirements
8	Response to Technical Requirements
9	Vendor Questionnaire
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Addenda (if applicable)
Separate sealed document	Pricing (cost) Proposal with Proposal Signature Form

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. This document has been provided electronically to assist in the preparation of the Vendor proposal.

Pricing for the Vendor's proposed solution should be submitted on the proposal Pricing Forms spreadsheet provided in the attached Microsoft Excel File. Pricing should include the complete costs for the solution including travel, state/county taxes and operating costs. Use additional pages as needed.

#### 3.2 Executive Summary (Section 1)

This part of the response to the RFP the Executive Summary (Section 1) should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should

contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

### **3.3 Company Background (Section 2)**

In addition to providing responses to the following items, the Vendor must complete the Vendor Background Questionnaire in section 6 of this RFP.

The Vendor must provide information about its company so that the City can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Each Vendor must specifically identify its organization including but not limited to sole proprietorship, partnership, joint venture, corporation, limited liability company or partnership or other business entity. If a partnership, the names and addresses of the partners must be included. If other than a sole proprietorship, the vendors must include the applicable names of the president, vice president, secretary, treasurer, members/managers, and the authorization for the person to submit an offer and execute any agreement with the City.
3. Audited financial information for the past two (2) completed fiscal years that include income statements, balance sheets, and statement of cash flows.
4. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
5. If the Vendor is proposing to use a Subcontractor on this project, please provide background information on the Subcontractor, vendor relationship with the Subcontractor, and the specific services and/or products that the Subcontractor will be providing on the project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Vendor at any time.

### **3.4 Proposed Solution (Section 3)**

#### **3.4.1 Application Software (Section 3.1)**

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe any alternative hosting/licensing options (e.g. SaaS) offered.
5. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
6. Identify issues and challenges a law enforcement agency may experience and indicate how they are resolved using your system and services.

### 3.4.2 Technical Requirements (Section 3.2)

The vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendor should provide an overview of the technical environment recommended to support the proposed software application solution and identify where conflicts may exist between their solution and the City's Current Technical Environment as described in Section 1.

### 3.5 Implementation Plan (Section 4)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Software Installation and Hardware Installation Coordination
4. Data Conversion Plan
5. Report Development, if applicable
6. Integrations and Interfaces
7. Training
8. Testing
9. System Documentation and Manuals
10. Disaster Recovery Plan
11. System Operations Knowledge Transfer

The Vendor is not constrained or limited to including only the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. The City requests that the Vendor provide its work plan in a Gantt chart format as part of the proposal response.

***It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.*** Further details on what is to be provided as part of the Vendor's proposed implementation plan are included in the following subsections. The costs for the services identified in this section (Section 3) shall be part of the Vendor's proposal.

#### 3.5.1 General Implementation Approach (Section 4.1)

The Vendor shall provide a general overview of the implementation approach it plans to use for the City that addresses the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
3. Describe how you conclude a preferred implementation phasing of software modules.
4. Describe your approach towards running parallel systems for a period of time.

Any unique tools, techniques, or methods that you use should be described in this section.

### **3.5.2 Project Management Approach (Section 4.2)**

The City expects the Vendor to provide project management resources leading to the successful deployment of the system. The Vendor's project manager will act as a single point of contact for management and coordination of Vendor's work. All project management and coordination on behalf of the City shall be through a single point of contact designated as the City Project Manager. All work performed pursuant to this Contract shall be coordinated between the City Project Manager and the Vendor Project Manager.

The City will use a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). The City expects responding Vendors to adhere to such standards as part of the project. During the course of the project, the City will require that the Vendor provide and maintain a project plan.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

### **3.5.3 Software Installation and Hardware Design/Install Coordination (Section 4.3)**

The Vendor is to specify, furnish, deliver, install, and support all system software. The City will procure any required hardware for the project directly with hardware vendors. The Vendor will assist with designing the hardware configuration and providing and specifying minimum and recommended hardware configurations and coordinate all City hardware installation activities.

***Describe your process for hardware design, coordinating hardware purchase and installation and subsequent process for software installation.***

### **3.5.4 Data Conversion (Section 4.4)**

Data conversion will occur when migrating to the new application. The successful vendor(s) will assist the City in the conversion of both electronic data; as well as, the coordination and planning related to manual data conversion (e.g. hand keying) to the new system. For electronic data conversion, the successful Vendor will be responsible for data extraction from the City's current systems. The City will provide the Vendor access to systems which will be replaced. City staff will be available for data scrubbing and data pre-processing. The successful Vendor will be responsible for overall data conversion coordination, definition of file layouts, and automated data import and validation into the new software. The City will be responsible for any manual data conversion (e.g. hand keying), as agreed upon.

1. Describe your scope of data conversion services and approach of how the services will be provided. Please detail the scope of data to be converted.
2. Describe the roles and responsibilities between your team and the City related to data conversion activities.

### **3.5.5 Report Development (Section 4.5)**

For specific reporting requirements, the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor will provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema, and architecture, etc.



Provide information on your reporting approach including:

1. Description of various methods of reporting.
2. Methods for the City to identify, specify, and develop required custom City reports during the implementation.

**3.5.6 Integrations and Interfaces (Section 4.6)**

It is expected that information generally would need to be entered only once into the system, whether typed, scanned, or through data supplied by Pitt County 911 CAD. Modules within the system are to be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the GPD. The following tables contain a listing of desired and required GPD application interfaces and if they exist in the current software environment.

<b>Interface</b>	<b>Source</b>	<b>Destination</b>	<b>Exists in Current Environment?</b>
1. CAD to CAD interface seamlessly with Pitt County 911’s Superior ONESolution CAD System	County 911 data to be supplied over WAN	GPD Dispatch CAD System	No
2. Pitt County 911 interface for 911 data to GPD CAD	County 911	Interface	No
3. Import State’s eCitation records into RMS	State AOC XML files download	Interface	Yes
4. Import Interplat eCrash records into RMS	SQL Views	Interface	Yes
5. Carolina’s LInX – allow for “Front Porch” setup with the Northrop Grumman Corporation	SQL Scripts	LInX	Yes
6. LexisNexis – ATAC and ATACRAIDS	RMS	LexisNexis	Yes
7. Omega CrimeView & FireView Desktop	RMS	Omega database	Yes
8. City of Greenville IT – Has a process setup using Crystal Reports to extract and publish data on the city website for Arrests	CAD/RMS	City Website	Yes

Interface	Source	Destination	Exists in Current Environment?
9. Video Interface with Coban in-car video, BWCs (Body Worn Cameras), and City's Milestone video cameras to CAD Map for Real Time Live Video (RTLTV)	Coban/Milestone	CAD	No
10. Video Interface with Coban in-car video, BWCs (Body Worn Cameras), and City's Milestone video cameras to Records Management for quick retrieval	Coban/Milestone	RMS	No
11. Interface County 911 Superior ONESolution CAD with Fire Records Management ImageTrend	County 911 CAD	FRMS	No

The selected Vendor will provide a migration plan to retain any existing interfaces as part of the implementation of the Police Software system or propose an alternative solution within its software to satisfy the desired end result. Additionally, for the data flows where no current interface exists, the Vendor should propose the necessary integration services to enable the data exchange.

1. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods, and standards.
2. Describe data exchange standards (e.g. NEIM, XML, Web Services, etc.) supported or provided by your product.
3. As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City.

If local customized integrations are developed, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?

### 3.5.7 Training (Section 4.7)

The City's expectation for training is described below:

**End-User Training Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.

- a. End user implementation training will be provided by the Vendor and include joint participation by the relevant City process owner team lead supporting the process area in the new software system.
- b. Management training for reporting and system configuration/administration will be provided by the Vendor.
- c. Technical Implementation training will be provided by the Vendor and will include training for City IT staff on the technologies required to support the new Police Software System.
- d. Optional report writing training will be provided by the Vendor. Recommended tool and pricing should be included.

The Vendor should provide an overall description of its training approach, including the following:

- General timeframes in which training will be conducted.
- The Vendor must list the nature, level, and amount of training to be provided in each of the following areas:
  - a. User training.
  - b. Management/Administration training.
  - c. Technical training.
- Maximum number of attendees at each training class.

### **3.5.8 Testing (Section 4.8)**

The Vendor should describe its recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance it anticipates providing to the City related to such testing:

- a. System Testing.
- b. Integration Testing.
- c. Stress/Performance Testing.
- d. User Acceptance Testing (UAT).

### **3.5.9 System Documentation and Manuals (Section 4.9)**

The Vendor will provide user manuals and online help for use by the City as part of the initial training and on-going operational support. Additionally, the Vendor will provide technical documentation. The Vendor should describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.

### **3.5.10 Backup and Disaster Recovery Plan (Section 4.10)**

The Vendor should describe the backup and/or disaster recovery plan suggested as part of its proposed solution.

### **3.5.11 Knowledge Transfer (Section 4.11)**

The Vendor should describe its process for ensuring that a transfer of knowledge occurs back to City staff during implementation such that City staff are capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

### **3.6 Staffing Plan (Section 5)**

The Vendor should detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project or at minimum their qualifications and experience. The City IT Department will provide oversight for all aspects of hardware and software configured on the servers, the GPD will provide an internal project manager for all operational parts of configuration to include a build team, data conversion team, training team, and other users or groups as necessary to successfully complete the replacement of the CAD/RMS and Mobile suite. The expectation of the Vendor will be to provide its recommended team sizes, and what experience is preferred for successful implementation.

### **3.7 Ongoing Support Services (Section 6)**

1. Please specify the nature and conditions of any post-implementation support options including:
  - a. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training, and tips to optimize the user experience).
  - b. Version upgrade/enhancement support.
  - c. Telephone, e-mail, and fax support.
  - d. Help Desk services (If there is a Service Level Agreement for your help desk, please provide a copy with your RFP response.).
  - e. Remote diagnostics.
  - f. Toll-free support line with 24/7 support to include remote diagnostics and ability to escalate for higher level software and database support.
  - g. Users Group (i.e. - information about it, where it is held, and when). If no, are you planning one?
  - h. Annual user conferences.
  - i. Training opportunities (at installations, periodic local, regional, national, etc.).
  - j. Documentation.
  - k. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.).
  - l.
2. Provide a complete and detailed process customers would follow in the following situations:
  - a. Reporting a problem with the software.
  - b. Obtaining instruction/clarification on specific system features.
  - c. Requesting customized reports or services.
  - d. Obtaining technical assistance in making changes in the system coding to achieve a specific objective.
  - e. Obtaining professional law enforcement advice due to a change in the structure or political setting.
  - f. Requesting and arranging an increase/decrease in the number of workstations.

- g. Requesting additional instruction or on-site services.
3. Describe your maintenance programs and options with associated pricing.

### **3.8 Response to Software Requirements (Section 7)**

Responses to the requirements referenced in Section 4 of this RFP must be provided in this section of the Vendor's response. Use the provided Functional Requirements spreadsheet and attach additional explanation pages as necessary.

### **3.9 Response to Technical Requirements (Section 8)**

#### **3.9.1 Software Updates and Distribution**

Provide information on how server and client side software updates are received, processed, and distributed to either the server and/or client environment. Please provide a description on how State and/or Federal requirements are applied and distributed to your clients. Describe the process for managing local customizations. Describe any configuration management system that is incorporated with the Vendor solution.

Describe in detail how updates and releases can be applied and tested without impacting the live production environment. If this feature is not present, please propose the environment to support complete system testing with licensing requirements and cost as a separate item in the Pricing Forms spreadsheet.

#### **3.9.2 Proposed Hardware, Storage Environment and System Performance**

Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple options available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the City, application modules proposed, City transaction and operating volumes, and anticipated future growth, must be provided.

What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture. This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any use of virtual server technologies which you recommend and/or support.

System response time must not impede the ability for departmental staff to perform their required job functions using the system. The system must be available during normal hours of City operations. Describe system performance of the proposed solution including reference to the following performance areas:

1. Guarantees on system performance.
2. Studies/benchmarks on system failure frequency, duration and impact, and root-cause analysis.
3. Problem avoidance techniques.

4. Evidence of system scalability to meet future needs as noted in key volumes section.
5. What is the minimum bandwidth required for the application, and expected latency at remote locations, considering the City's current network infrastructure?

Additionally, minimum hardware, software, storage, memory, operating system, and other requirements for desktop computers to access the application must be provided such that the City can determine the extent to which existing computers must be purchased, upgraded, or replaced.

### 3.9.3 Technical Requirements

This section contains the technical requirements used to control the primary system components. The Vendor must recommend a product, including identification of version number that can be used in support of the Vendor's software.

1. Administrative Tools—The system should include a powerful set of administrative tools to monitor utilization, trace database access chains, database reorganization, problem determination and resolution, optimize schema and sub-schema definitions, model, report areas/pages percent full, and to optimize file placement and layout.
2. Database Characteristics—The system should use the concept of user views whereby pseudo-schema are defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the database. The system should provide a security system to control utilization of user views by user ID, account, and activity.
3. Data Dictionary Facility—The system should include an active integrated central data dictionary. This dictionary should be an integral component of the data access capabilities, including the definition of both data attributes and values.
4. Data Import/Export Facility—The system should include a data import/export facility which permits transferring data from other data files into the database and exporting data outside of the system.
5. Independence—The system must be independent of workstation type or transaction type and be able to be accessed from any workstation in the network.
6. Logging, Restart, and Recovery—The system must provide restart capabilities, rollback, and recovery as well as, database access activity logging and back out.
7. Multi-Tasking—The system must permit simultaneous database accesses, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, it must permit concurrent processing jobs accessing and updating the same data files and database while maintaining desired performance levels.
8. Performance and Activity Statistics—The system must support performance monitoring tools and activity statistics reporting features. Statistics should be available on database access rates (both update and query) by program, workstation, IP address and ID, and by time of day.
9. Referential and Entity Integrity—Rules for maintaining entity integrity (only one row in a table for each unique primary key) and referential integrity (validating the existence of foreign keys) must be supported.

10. Script Execution—It is desirable to have the ability to schedule scripts / postings for deferred, unattended execution.
11. Structured Query Language—The system must support the use of an industry standard structured query language (SQL); more specifically, support of the ANSI/ISO standard.
12. System Security—The system should integrate to the City's Microsoft Active Directory network security framework.

The City is expecting that a successful Vendor will adhere to solutions that comply with industry standard technologies.

#### **3.9.4 Client Software Access**

The system must include the ability to allow individual City staff access to the software from their workstations via a browser or Microsoft Windows environment. Vendors should indicate the degree to which there is a desktop footprint required to execute the application.

#### **3.10 Vendor Questionnaires (Section 9)**

The Vendor must respond to the Vendor Background Questionnaires in Section 6 of this RFP.

#### **3.11 Client References (Section 10)**

The Vendor must provide at least five references from clients that are similar in size and complexity to the City. The format for completing the Vendor references is provided in Section 6 of this document.

#### **3.12 License and Maintenance Agreements (Section 11)**

Sample license and maintenance (for on-going Annual Support services) agreements must be provided in this part of the vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined (concurrent or dedicated).

#### **3.13 Exceptions and Deviations (Section 12)**

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

#### **3.14 Other Required Forms and Attachments (Section 13)**

Please provide all other required forms in this section:

- a. Minimum Contract Terms and Conditions Compliance Checklist
- b. Contract Terms and Conditions Compliance Checklist – Exception Explanations
- c. Non-Collusion Affidavit

### **3.15 Addendum (Section 14)**

Include copies of all RFP addenda in this section.

### **3.16 Separate Sealed Cost Proposal**

All costs (including shipping, handling, software, install, travel, state/county taxes and all other costs) must be included in the total proposal price as stated on the Proposal Signature Form and should be included in the separately sealed Cost Proposal.

**The original Cost Proposal and three (3) copies of the Cost Proposal shall be submitted in a separate sealed envelope labeled “Cost Proposal” with the Technical Proposal.**

Costs for the Vendor’s proposed solution should be submitted on the Proposal Pricing Forms provided in the associated Microsoft Excel document. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of the response. Any errors providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor.

Costs should include the complete, fixed costs for the solution including: software, license fees, training, travel, per diem, installation, documentation, discounts, and operating costs, etc. Use additional pages as needed to provide additional cost detail; however, all costs should be completely reflected on the proposal Pricing Forms.

Vendors may optionally provide a complete Cost Proposal which **additionally** includes optional pricing regarding the Vendor’s alternative hosting and licensing methods, if available. If a Vendor proposes a traditional on-premise hosted solution **and** SaaS solution, the Cost Proposal must include separate versions of the Proposal Pricing Forms, each clearly marked as “On-Premise” or “SaaS”.

Vendor should include all available payment options including leasing as part of the Cost Proposal.

For each item, indicate if the cost is one-time, annual, or other. In the event the product or service is provided at no additional cost, the item should be noted as “no charge” or words to that effect. In the event the product or service is not being included in the Vendor proposal, the item should be noted as “No Bid.”



## 4. Functional Requirements

### 4.1 Introduction

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of GPD in implementing a new system is to provide a CAD/RMS/Mobile system suite that will assist management and staff in maintaining and managing assets more efficiently and cost effectively; improve customer service; provide improved system capabilities; provide improved access to data and reporting; and streamline overall operations for GPD.

**Identified in the attached Functional Requirements spreadsheet (Microsoft Excel Version 2010) are a number of requirements that must be addressed by the Vendor's proposal.** These requirements are considered mandatory in implementing the complete solution as defined in Section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City's current and future data needs. Vendors must replace cells A1:G1 in the first module worksheet (Fleet & Equipment Management) with the Vendor's **Company Name** which will be repeated and printed for the subsequent module worksheet (General and Tech. Requirements).

The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City:

- |   |        |   |
|---|--------|---|
| H | High   | This would be a feature that the City already has in its current software or is a necessary feature.                            |
| M | Medium | Important feature for the new system but not available/implemented in the current environment.                                  |
| L | Low    | Features not immediately required with initial deployment of the new environment. Intended for future deployment/expandability. |

Each Vendor should review the specifications and reports listed in each subsection and respond as to its availability within the Vendor's software system. The responses should be entered under the **Availability** column of each form as follows:

- Y** If functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups, and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
- R** If functionality is provided through reports generated using proposed Reporting Tools.
- T** If functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality **MUST** be included in the cost proposal.
- M** If functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface that may have an impact on future upgradability.

- F**    Functionality is provided through a future release that is to be available within **1 year of** the proposal response.
- N**    If functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the City to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

## 5. Minimal Contract Terms & Conditions

The following additional terms and conditions will be incorporated into the final contract at the discretion of the City. The Vendor's proposal shall take such terms and conditions into consideration in submission of its proposal. The Vendor must specifically identify any exception and/or alternative submittals on the attached checklist which must be submitted with the proposal. If no checklist is attached, then the Vendor is deemed to have accepted all of the terms and conditions and agrees to comply with the terms and conditions in the performance of the contract. If the Vendor proposes alternative terms and conditions, the City in its sole discretion may accept, delete or agree to modify the proposed alternative terms and conditions. No alternative licensing terms or conditions proposed by the Vendor will be binding, supersede, or replace any terms or conditions of section 5 of this RFP, unless fully agreed to by the City. The contract will be fully negotiated after a Vendor is selected by the City

### 5.1 Scope of Agreement

The City agrees to provide an integrated software system (the "System"), license the necessary software for the System (the "Software"), and receive the services (the "Services") offered by the Vendor in Vendor's proposal including any best and final offer under the terms and conditions stated in this Agreement. The City agrees to pay for such services as accepted in the proposal and as applicable by any best and final offer of the Vendor which are accepted by the City and made as a separate exhibit attached to and made a part of this Agreement. The scope of this Agreement shall include: 1) this request for proposal, 2) the proposal of the Vendor, 3) the minimal contract terms, 4) the accepted and agreed upon licensing agreement for the Software and 5) any services offered by the Vendor and accepted by the City. All discussions shall be deemed to have been incorporated into this Agreement unless additional terms and conditions are reduced to writing, signed by both parties and do not conflict with the terms and conditions set forth in the RFP. The scope of this Agreement does not include any modifications, amendments, conditions, alternatives, or contractor requirements that are not reduced to writing, signed by all parties and conflict with the request for proposal.

### 5.2 General Conditions

1. Location: City of Greenville  
200 West Fifth Street  
Greenville, NC 27834
2. This is not an Agreement of partnership or employment of Vendor by the City. Vendor is an independent contractor for all purposes under this Agreement.

Vendor shall at all times: 1) perform all services and obligations under this Agreement in a proper, professional, dignified, and workmanlike manner; and 2) use, provide, and maintain qualified and experienced personnel, adequately staffed for efficient performance under this Agreement.

3. When upon the City's premises, Vendor shall: 1) be responsible for the acts of Vendor's staff and 2) obey the rules and regulations that are established by the City, including compliance with the reasonable directions of City officials. The City may, at any time, require the removal and replacement of any of the Vendor's staff for good cause. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property

located on the City's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor. Vendor shall promptly repair, to the specifications of the City, any damage that it may cause to the City's premises or equipment. Upon Vendor's failure to do so, the City may repair such damage and Vendor shall reimburse the City promptly for the cost of repair.

4. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.
5. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the City's employees or visitors.
6. Vendor shall have the right to use only those facilities of the City that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the City.
7. The City shall have no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, or other personal property of Vendor.

### **5.3 Indemnification**

To the fullest extent permitted by law, Vendor shall, defend, indemnify and hold harmless the City, and its elected and appointed officers, agents, servants, employees, and staff from any and all claims, damages, losses, expenses, liability, judgments, or liens, including reasonable attorney fees or other costs of defense arising out of any acts, errors or omissions or the discharge, release or escape of contaminants or hazardous substances by Vendor. Vendor's obligations to indemnify the City, shall survive the expiration, non-renewal, or termination of this Agreement.

Vendor agrees to contractually obligate its Subcontractors to indemnify the City in precise conformance to the terms of Vendor's obligation to indemnify the City pursuant to this Agreement. Vendor further agrees to contractually obligate its Subcontractors to provide insurance with the insurance coverage and limits of liability required to be provided by the Vendor pursuant to the terms and conditions of this Agreement.

### **5.4 Limitation of Liability**

Except for indemnification pursuant to the Indemnification clause herein, neither party, the Vendor nor City, shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

### **5.5 Insurance**

Vendor shall obtain and maintain in full force and effect during the entire term of this Agreement a policy of comprehensive general liability insurance, including professional errors and omissions, with limits of liability of not less than \$1,000,000.00 (one million dollars) and workers' compensation insurance in compliance with North Carolina's statutory mandates. Vendor shall also obtain and maintain in full force and effect during the entire term of this Agreement a policy of automotive liability insurance which includes contractual liability coverage and coverage for all owned, hired,

and non-owned vehicles with limits of \$1,000,000.00 (one million dollars) per accident/loss, to include bodily injury and property damage. Additionally, Vendor shall also obtain and maintain in full force and effect during the entire term of this agreement an umbrella policy of excess liability insurance of not less than \$1,000,000.00 (one million dollars). The Vendor shall provide a certificate of insurance to the City naming the City of Greenville as a certificate holder, which certificate shall provide that the City shall receive at least 30 days' prior notice of cancellation or nonrenewal of such insurance.

## **5.6 Entire Agreement Clause**

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the City and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

## **5.7 Identification of Parties to the Agreement / Non-Assignment Clause**

The parties agree that there shall be no authority on the part of Vendor to subcontract, assign, or otherwise dispose of any portion of the services to be performed herein without the prior written approval of the City. In the event that the City approves a subcontract, assignment, or disposition, Vendor solely shall be responsible for managing, directing, and paying the Subcontractors or assignees, and the City of Greenville shall have no obligations whatsoever regarding said Subcontractors or assignees. Consent to subcontract, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Vendor of any responsibility for the fulfillment of this Agreement.

Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

## **5.8 Agreement Extension and Modification Clause**

The Agreement may be modified or extended in accordance with the following procedures. In the event that the parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

## **5.9 Invalidity**

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

## **5.10 Waiver of Contract Right**

Under no circumstances, however, shall any of the parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a

subsequent time, enforce the right. The payment of funds to the Vendor by City should in no way be interpreted as Acceptance of the System or the waiver of performance requirements.

### **5.11 Term and Termination Clause**

1. Breach of agreement. In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via personal service or certified mail of such failure and demand that the same be remedied within thirty (30) calendar days. Receipt of such notice shall be as provided in the Notices Clause. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) calendar days written notice.
2. Lack of City funding. Notwithstanding the foregoing, due to lack of City funding, the City may at any time during the life of this Agreement, terminate same by giving thirty (30) calendar days' notice in writing via certified mail to Vendor as provided in the Notices Clause. If such termination occurs, the parties will be relieved of further responsibilities and performance under the Agreement, except delivery of goods and services ordered and which Vendor has been paid or services which Vendor has provided and payment has not been received.
3. Bankruptcy, etc. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) calendar days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) calendar days, the City shall have the right, in addition to any other rights of whatsoever nature that it may have at law, in equity, or under this Agreement, to terminate the contract by giving thirty (30) calendar days' notice in writing of such termination.
4. General provisions. Termination of this Agreement shall not relive either party of its obligations through the date of termination. Termination hereunder is in addition to any other rights and remedies of the parties arising out of a breach of this Agreement.

### **5.12 Applicable and Governing Law / Litigation Clause**

The Agreement shall be subject to all laws of the United States of America and to the laws of the State of North Carolina. All duties of either party shall be legally performable in the State of North Carolina. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of North Carolina, and the forum and venue for such disputes shall be in the courts of Pitt County, North Carolina. Should any litigation be initiated, including proceedings in a bankruptcy court, between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney fees and court costs incurred by reason of such action.

### **5.13 Confidentiality**

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights of private individuals and entities. To the extent permitted by law, each party agrees that it will not disclose any confidential information of the other party and further agrees to

take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to requests under the North Carolina Public Records laws. In the event of disclosure in violation of this Section, Vendor shall immediately notify the City and take such steps as may be required by the City or state law. In addition, in the event of a breach, the parties may seek such other remedies as may be available, including injunctive relief. Upon termination of the Agreement, Vendor shall return to City any of City's confidential information in its possession, or destroy such information, at the election of the City.

#### **5.14 Title and Confidentiality**

Title and full City ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies the City makes, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and City shall take all reasonable steps necessary to protect the confidential nature of the Software, as City would take to protect its own confidential information. In accordance with Title 9, Chapter 6, Subchapter 6B of the North Carolina Administrative Code, particularly 9 NCAC 06B.1001, and to promote maximum competition in the competitive bidding process, the City may maintain the confidentiality of certain types of information described in N.C.G.S. § 132-1 et seq. Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. § 132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL." By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. The City may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor assertion of confidentiality. If an action is brought pursuant to N.C.G.S. § 132-9 to compel the City to disclose information marked confidential, Vendor agrees that it will intervene in the action through its counsel and participate in defending the City, including any public official(s) or public employee(s). Vendor agrees that it shall hold the City and any official(s) and individual(s) harmless from any and all damages, costs, and attorney fees awarded against the City in the action. The City agrees to promptly notify Vendor in writing of any action seeking to compel the disclosure of Vendor confidential information. The City shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The City shall have no liability to Vendor with respect to the disclosure of the Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. § 132-9 or other applicable law.

#### **5.15 Notices Clause**

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, as evidenced by the return receipt; or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the City of the notice to an authorized Vendor representative while at a City site.

Note that if Vendor anticipates missing a due date, then Vendor must notify City immediately so that a mutually acceptable revised due date can be agreed upon. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The contact names and addresses of the parties to this Agreement are as follows:

For the Vendor:

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For the City:

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City of Greenville  
200 West Fifth Street  
Greenville, NC 27834

### 5.16 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, including the Confidentiality provisions, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

### 5.17 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure, including, without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor strikes, effects of third parties, orders or other delays beyond the reasonable control of the Parties.

1. *Force Majeure Requisites.* Force majeure delays shall not be allowed unless:
  - a. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party with written



- notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- b. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.
2. *120 Day Maximum/Default.* Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.
  3. *Right of Cancellation.* Either party shall have the right to cancel the Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the City, the Vendor may keep any parts of the System it can salvage without interfering with or damaging City's equipment or software, but must remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the City, the System shall remain with the City and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

### **5.18 Incorporation by Reference**

The Vendor shall supply software technology, ancillary, training, and other related implementation services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor's response to the Request for Proposals. The Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents that all terms, conditions, and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

### **5.19 Risk during Software Shipping, Storage and Installation**

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. It will be possible to allow for minor variances from this implementation schedule as mutually agreed upon by the parties and confirmed by prior written notice. During the time period where the software is in transit and until it is fully installed in proper working order, the Vendor and its insurer shall be responsible for the software and relieve the City of responsibility for all risk or loss or damage to the software media. All shipping and insurance costs to and from the site shall be included in the Vendor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. The City shall make no payments to any firm concerning the shipment, installation, or delivery of software which is not a part of this Agreement and for which exact payments are not described. Vendor shall be responsible for all arrangements for the shipment and receipt of software to City's prepared site. In addition, Vendor shall hold the City and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the software.

### **5.20 Patents, Copyrights, and Proprietary Rights Indemnification**

The Vendor, at its own expense, shall completely and entirely defend the City from any claim or suit brought against the City arising from claims of violation of United States patents or copyrights resulting from the Vendor or the City's use of any technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The City will provide the Vendor with a written notice of any such claim or suit. The City will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the City against this suit.

In the event that the City is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the City's interest, or in the event that the City is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the City for all monies expended in connection with these matters. The City retains the right to offset against any amounts owed Vendor any such monies expended by the City in defending itself against such claims.

Should a court order be issued against the City restricting the City's use of any product of a claim and should the Vendor determine not to further appeal the claim issue, at the City's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

1. Purchase for the City, at Vendor's expense, the rights to continue using the contested product(s), or
2. Provide substitute products to the City which are, in the City's sole opinion, of equal or greater quality, or
3. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the City all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

### **5.21 Subcontractors**

Vendors may use Subcontractors in connection with the work performed under this Agreement. When using Subcontractors, however, the Vendor must obtain written prior approval from the City for activities or duties to take place at a City site or otherwise pursuant to this Agreement. In using Subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the Subcontractors were employees of the Vendor, and all such acts and omissions shall be covered by Vendor's insurance, as required in Section 5.5 herein.

### **5.22 Effect of Regulation**

Should any local, state, or national regulatory authority having jurisdiction over the City enter a valid and enforceable order upon the City which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the City a material part of its Agreement with the Vendor. In the event this order results in depriving the City of materials or raising its costs beyond that defined in this Agreement, the City shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the City shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The City shall not be charged for such compliance beyond the cost of the annual support fees. The City shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

### **5.23 Control of Sub-Contractor, Project Team, and Project Manager Designation**

The Vendor understands that the successful installation, testing, and operation of the System that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this complicated process, the Vendor shall designate a single representative to act as an ex-officio member of the City's project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

City shall have the right to approve all Subcontractors, Account/Project Managers, and other members of Vendor's staff assigned to City by Vendor. In the event that a member of Vendor's staff is, in the opinion of the City, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

### **5.24 Vendor as Independent Contractor**

The parties agree that Vendor is an independent contractor as that term is commonly used and Vendor's staff are not and shall not be considered Subcontractors, agents, or employees of the City and shall have no authority to bind the City in any manner. Vendor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. Vendor acknowledges that it is not insured in any manner through the City for any bodily injury, personal injury, or property loss whatsoever.

### **5.25 Warranty**

The Vendor warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase orders, shall be: free from defects in workmanship or material for a period of 12 months (365 calendar days) from the date of Final Acceptance of the System. During this 12 month warranty period, the Vendor shall furnish all replacement components, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the City. At the conclusion of the warranty period, the City will consider Vendor support under a separate maintenance agreement.

**Third party software.** Vendor warrants that all third party software products, brands, types, etc., have been recommended based on Vendor's understanding of the City's operating environment and that such third party software products, brands, types, etc., shall operate as demonstrated by Vendor and as documented in Documentation. Vendor further warrants that it has the right to license said third party software products, brands, types, etc.

### **5.26 Warranty of Fitness for a Particular Purpose**

The City has presented detailed technical specifications of the particular purpose for which the technology is intended. The City has provided detailed descriptions and criteria of how the System can be defined to accomplish this particular purpose. The City has also defined the exact

procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. By submitting a proposal, the Vendor certifies the proposal meets the requirements of the specifications for which the proposal is submitted.

### **5.27 Resolution and Response Time Warranty**

The City will define and designate a project management team and official Project Manager to act on behalf of the City related to the execution and administration of this Agreement. Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the City's designated official Project Manager:

1. **Priority 1 support issues are defined as: Mission Critical—Police Software System is down/undiagnosed but feared critical; the situation may require a restore and Software use is suspended until a diagnosis is given.**
  - a. Response to first call time limit: Within two (2) hours.
  - b. Resolution time limit: Vendor shall use its best efforts to resolve within one (1) business day.
  - c. If Vendor and City are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor's support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. City acknowledges that Vendor's software development/programming staff will not be available at that time.
  - d. Penalty for not adhering to time limits: City shall receive a one percent (1%) credit against the annual Support fees, per incident.
  
2. **Priority 2 support issues are defined as: Critical Issue—Police Software System is not down, but operations are negatively impacted.**
  - a. Response to first call time limit: Within four (4) hours.
  - b. Resolution time limit: Vendor shall use its best efforts to resolve within one (1) business week.
  - c. Penalty for not adhering to time limits: City shall receive a one percent (1%) credit against the annual Support fees, per incident.
  
3. **Priority 3 support issues are defined as: Non-Critical Issue—resolution period to be mutually agreed upon.**
  - a. Response to first call time limit: Within twenty-four (24) hours.
  - b. Resolution time limit: Vendor shall use its best efforts to resolve within one (1) business week.
  - c. Penalty for not adhering to time limits: City shall receive a one percent (1%) credit against the annual Support fees, per incident.

### **5.28 Continuity of Warranty**

City may continue the Warranty protection by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions shall remain in effect, in perpetuity, as long as payments for Annual Support are kept current.

## 5.29 Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to the City for review. City agrees to review and provide comments to Vendor on each interim draft within ten (10) business days after receiving it from Vendor. City will have the opportunity to review the written deliverable for an acceptance period of ten (10) business days after delivery of the final version (stamped, noted, or otherwise clearly marked "Final Draft" of the written deliverable (the "Acceptance Period")). City agrees to notify Vendor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from City by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to City. If City delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return a written response detailing the corrective measures taken to City for Acceptance. City will not unreasonably withhold, delay, or condition its approval of a final written deliverable.

A software deliverable is represented as a collection of programs that provide features to the customer as a functional system module. In the event that a single program or feature fails to meet the City's specifications or operating accordingly as specified in the Vendor's software operations manual, then that software deliverable will be considered as unmet and not compliant.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the City and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. "Specification" means the Project Scope and Requirements found in the Police Software Specifications and any other written specifications delivered to the City by the Vendor during the course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation the Specifications will prevail.

Vendor will work with the City and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the "Acceptance Tests" or "Acceptance Testing").

1. The "Acceptance Test Period" for each Software Deliverable will be thirty (30) business days unless an alternate time is mutually agreed upon between Vendor and City. The Acceptance Test Period for each Software Deliverable will start within ten (10) business days, unless an alternate start date is mutually agreed upon by Vendor and City, after the Software Deliverable is installed at City's

designated site and Vendor has successfully completed Vendor's installation test and notified City that the Software deliverable is "Ready for Acceptance Testing." Vendor will not be obligated to deliver a Software Deliverable to City until City demonstrates the readiness of the target technical platform and environment, as described in the Implementation Plan, and according to the Project Scope and Requirements.

2. If City determines during the Acceptance Test Period that the Software Deliverable contains a Defect, City will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to City for re-testing. City will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and City will mutually agree upon an updated Acceptance Test Period.
  3. By the end of the Acceptance Testing Period City will provide Vendor with a final written list reporting any outstanding Defects (the "Punch List"). City will have ten (10) business days after the receipt of the modifications to re-test the modified Software deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, City will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this paragraph shall be repeated for the remaining Defects on the Punch List.
  4. Both parties agree to work cooperatively to resolve any and all defects identified within the Acceptance Period. The Punch List will remain in effect as defective until the City has finally accepted those items as delivered and operational in a production environment. The City will allow no more than a period of 120 calendar days from the delivery of the Punch List for the removal of all defects as noted. The City and Vendor may mutually agree in writing to extend the period allotted for the removal of remaining Punch List items. This agreement will be accompanied by a written procedure (a "Close Plan") provided by the Vendor that will address, but not limited to, the following: a Plan of Action, Costs, Project Plan with confirmed dates for all deliverables, Implementation Plan, Training Plan, and a Statement of Work. In the event the defects are not corrected and if no extension is agreed upon, or the delivery of an accepted Close Plan is not met, then the City shall receive a three percent (3%) credit against the total cost of the software module containing the defect per month until corrected by Vendor and accepted by the City.
  5. Vendor and City each agree to work diligently to achieve acceptance of the Software Deliverable at the earliest possible date.
- C. "User Acceptance Testing" shall mean testing of each Phase using the procedures defined in paragraph 5.29 B. above. The Acceptance Test Period will be forty five (45) calendar days unless the parties mutually agree in writing to a different period.
- D. "Conditional Acceptance" will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a

Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be forty five (45) calendar days, Vendor and City will work diligently to put the Phase into Go-Live operations.

- E. "Final Acceptance" involves use of the Solution in totality in production operations for a period of ninety (90) calendar days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after ninety (90) calendar days the Solution performs without Defects, the City and the Vendor will both issue and execute a "Final Acceptance" of the Phase. The 90-day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Solution. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 90-day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

### **5.30 Final Acceptance of the System**

The System proposed shall be defined to be finally accepted by City after the installation of the System components, training, and successful completion of the following performance examinations: 1) Software performance examination, 2) System functional competence examination, 3) System capacity examination, 4) full-load processing capacity examination, 5) System availability examination, 6) approval of as-builts, 7) training, and 8) System documentation. The City shall be the sole judge of whether all conditions for Final Acceptance criteria have been met.

### **5.31 Standard Forms and Contracts**

Any forms and contracts the Vendor proposes to include as part of any agreement resulting from this proposal response between the Vendor and the City must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. City reserves the right to accept or reject in whole or in part any form contract submitted by a Vendor and/or to require that amendments be made thereto, or that an agreement drafted by the City be utilized. This requirement includes, but is not limited to, the following types of forms: Subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

### **5.32 Non-Performance Escalation Procedures**

In the event that the City determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the City shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and City decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at City's location until the non-performance is resolved, (e) request arbitration in the City of Greenville, NC per the terms of the American Arbitration Association or at City's sole option, (f) commence suit in the City of Greenville, Pitt County, North Carolina, the venue of which is agreed upon by Vendor, (g) invoke the Termination clause herein.

### **5.33 Replication of Software**

City shall not copy the Software for any purposes other than for back up or disaster recovery. City has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the attached Support Agreement or warranties herein.

### **5.34 Non-Collusion**

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the City, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to City that Vendor has received from City no incentive or special payments, or considerations not related to the provision of the System described in this Agreement.

### **5.35 Annual Maintenance and Support Fees**

Support fees shall not be increased by an annual average percentage greater than the annual CPI-W or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the City and the Vendor is in effect.

Annual increases for maintenance and support shall not exceed the general Consumer Price Index (CPI). The Vendor will not increase maintenance higher than its "standard" increase in any year. For example, if the CPI increase is 3% in a given year and the Vendor's "standard" increase is 2%, the City will be invoiced for the 2% increase.

Vendor agrees to send an itemized invoice to the City at least ninety (90) calendar days before maintenance is up for renewal.

The City may cancel maintenance upon a ninety (90) calendar notification to the Vendor.

Maintenance may be reinstated by the City at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The City will not be forced to move to new license models to pay upgrade fees.

The Vendor shall provide the City not less than twelve (12) months' notice before cancelling maintenance. In addition, the Vendor shall continue to support the Software/product as long as it is supporting such Software/product for the rest of its customer base.

The City may remove unused licensed Software without a corresponding reduction in maintenance or support.

### **5.36 Payment Terms**

Specific payment terms will be negotiated as part of the final contract. Vendor should submit all available payment options including leasing. It is expected that certain payments will be made upon delivery of the Software with additional payments made based on specific project milestones. Vendor shall submit to the City for his review a pay request in a form agreeable to the City. The pay request shall be accompanied by such supporting documentation as required by the City. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The



request for final payment shall be accompanied with final lien waivers from all Subcontractors and material suppliers for the project.

### **5.37 Travel Expense Reimbursement**

All travel expense costs must be included in the Vendor's fixed price cost. City will not make a separate payment for reimbursable expenses. City shall not be liable for additional travel costs incurred by Vendor for any reason.

### **5.38 Source Code**

Vendor shall place Source Code for the Software modules licensed by the City in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by City at no additional cost to City). The Source Code shall be kept current with the releases/version of the Software in live use at the City. The Source Code shall revert to City for City's use if Vendor files for bankruptcy or protection from creditors in a court of law City shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the City in a timely manner in the event that the Vendor goes out of business or no longer supports the Software being licensed. The same applies if the Vendor is merged or acquired and the Software is no longer supported. Once the City obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

### **5.39 Programming Services**

City may, during the implementation period or thereafter, require modifications, interfaces, conversion, report writer, etc., services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for City approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the City. No costs in excess of the estimates will be paid by City unless approved in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by the City. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Acceptance clause herein.

### **5.40 Major Releases/Upgrades**

City shall be entitled to any and all future releases and upgrades at City's sole option within five (5) years from Final Acceptance, whether of a "minor" or major" nature, of Vendor software for no additional cost beyond the Annual Support fees delineated in the attached Maintenance Agreement.

### **5.41 Solution Longevity**

The Vendor certifies that the solutions prescribed in its proposal response will remain available and fully supported for a minimum of five (5) years from Final Acceptance and that any material changes to Vendor's company or products will not affect the City's implementation or support of the System.

### **5.42 Successor Software Products**

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture) (“Successor Products”) with substantially similar functionality to the Vendor software products licensed by City (“Licensed Products”) within ten (10) years of Effective Date of this Agreement, City may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees. In such event, City shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

#### **5.43 Use of Licenses by Personnel Who Are Not Employees**

City consultants, contractors, external customers, and business partners may access the licensed Software.

#### **5.44 Vendor Merger or Acquisition**

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract.

#### **5.45 Functionality Replacement**

The City maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

## **6. Proposal Forms**

### **6.1 Introduction**

This section contains various forms that should be prepared and submitted along with the Vendor's proposal as well as in a separate Microsoft Word document. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms with designation to the appropriate section for submittal:

- Proposal Signature Form—With Cost Proposal
- Non-Collusion Affidavit—Section 13
- Minimum Criteria—Section 13
- Vendor Questionnaire—Section 9
- Client Reference Form—Section 10
- Minimal Contract Terms & Conditions Compliance Checklist—Section 13
- Contract Terms & Conditions Compliance Checklist – Exceptions—Section 13

**6.2 Proposal Signature Form**

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are proposed, at the price(s) offered herein, within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

The undersigned, as an authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein, that he/she fully understands and accepts the requirements of same, and that he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The authorized proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), etc., and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, the Police Software System, and the successful Vendor shall obtain all required permits and pay any and all fees required.

State maximum time required for shipping, F.O.B. Greenville, NC:

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**PROPOSAL: Police Software System Solution**

	\$
(Total price written [on-premise])	(Grand Total (One-Time Cost) – as noted on the Proposal Summary in the Pricing Forms [on-premise])

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

e-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

(Person executing response and official capacity)

(Names of principal officers: designate official capacity)		(If partnership or assumed name, indicate name of owners)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PLEASE ATTACH THIS FORM TO THE SEPARATE SEALED COST PROPOSAL**

### 6.3 Minimum Criteria

As noted in Appendix A of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimal Criteria	Yes/No
<ul style="list-style-type: none"> <li>• <b>Response Timeliness</b> RFP response is submitted by the due date and time.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Response Authorization</b> The RFP response is signed by an authorized company officer.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Response Completeness</b> Vendor complies with all instructions in the RFP and provides a response to all items requested that includes sufficient detail, such that the proposal can be evaluated. Any deficiencies in this regard will be determined by the City Purchasing Department to be either a defect that the City will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Specification Response Format:</b> Vendors must send one (1) electronic copy of the Proposal, completed Functional Requirement spreadsheet in the Microsoft Excel format provided, completed Pricing Forms spreadsheet in the Excel format provided, and the Vendor Forms in the Microsoft Word format provided.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Relevance of Solution:</b> Minimum of three (3) current installations of their software with clients of similar size (population) and complexity of the City of Greenville, North Carolina with a minimum of one (1) installation for a local government law enforcement agency (e.g. City, Township, County, special district, or authority). Current installation is defined as an installation that was initiated within the last five (5) years.</li> </ul>	

**6.4 Non-Collusion Affidavit**

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF  
THE VENDOR AND FURNISHED WITH EVERY PROPOSAL**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, technology, or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal, all specifications as stated, and all proposal prices and I further certify that I am authorized to sign for the Vendor.

Vendor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Web Site: \_\_\_\_\_

Signature: \_\_\_\_\_

Signer's Name Printed: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**6.5 Vendor Background Questionnaire**

Vendor Name:	
Software Brand Name:	
Software Version:	

1.	What are the key differentiators of your company and its proposed solution? Include any special advantages your service and system provide. Describe how this supports decision-making, streamlining tasks, and error reduction to support more productive law enforcement personnel.		
2.	What awards has your company or proposed solution obtained that are relevant to this project?		
3.	Describe your company's purpose, mission, and values and explain how they will support the relationship with the Greenville Police Department's objectives.		
4.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?		
5.	What strategic alliance have you made to further strengthen your product and services?		
6.	How do you guarantee the services provided by your company?		
7.	What are your near-term and long-term goals, and the strategies to reach these goals?		
8.	What is your niche in the marketplace and your preferred customer size?		
9.	Please describe the level of research and development investment you make in your products (i.e. annual budget, head count, etc.):		
10.	How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?		
	<b>Location</b>	<b>North Carolina</b>	<b>Nationally</b>
	Local Government		
	Other Public Sector		
	Other Non-Public Sector		
	<b>Overall:</b>		
11.	How many fully operational customer installations, in total, has the Vendor completed?		

	<b>Location</b>	<b>North Carolina</b>	<b>Nationally</b>	
	Local Government			
	Other Public Sector			
	Other Non-Public Sector			
	<b>Overall:</b>			



12. Do you currently have any outstanding significant ( $\geq$ \$250,000) litigation with:			
		<b>Yes</b>	<b>No</b>
	Existing or prospective customers?		
	Other businesses		
	Any U. S. government (Federal, State, local)?		
If yes, describe:			
13. Please state the year the Vendor started in the business of selling the proposed solution to local governments:			
14. Where is the Vendor's closest support facility/sales office to Greenville, NC?			
15. Where is the Vendor's company headquarters?			
16. Please list the Vendor's sales in the previous three years:			
		<b>Year</b>	<b>Sales</b>
		2014	
		2015	
		2016	
17. How many total employees does the Vendor have in each of the following categories:			
		<b>Area</b>	<b>Number</b>
		Sales/Marketing	
		Management/Administration	
		Help Desk Staff	
		Development Staff	
		Other	
		<b>Total:</b>	
18. What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor proposal by skill set?			
		<b>Rates for Additional Implementation Assistance</b>	
		<b>Skill Set</b>	<b>Hourly Rate</b>
			\$ / hr
			\$ / hr
			\$ / hr
19. The City intends on conducting a one (1) day software demonstration with each Vendor who proceeds to the Round 3 Evaluation. Please indicate the availability for an onsite demonstration and your preference.			
		<b>Demonstration Date Options</b>	
		<b>Option</b>	<b>Availability</b>
		November 7, 2017	
		November 8, 2017	
		November 9, 2017	
		November 14, 2017	
		November 15, 2017	
		November 16, 2017	
20. What would be the Vendor's preferred comparably sized, site visit location?			

**6.6 Client Reference Form**

Vendor name:	
Customer name:	
Customer contact name and title:	
Customer phone number:	( )
E-mail address	

<b>Describe Nature of Project and Services Provided to This Client:</b>

<b>Configuration of Solution Implemented (Hardware, Software):</b>

## 6.7 Pricing Forms

Please complete the Pricing Form spreadsheet that has been provided in the associated Microsoft Excel document. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The City requests a firm, fixed price for each of the components described below that are included on the attached Pricing Forms spreadsheet as separate tabs:

- Vendor Checklist (including Travel, State/Local Taxes, Lodging Costs, and Discount)
- Proposal Summary
- Module Summary
- Application Software
- Other Software
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Interfaces
- Modifications
- Other Implementation Services

**6.8 Minimal Contract Terms and Conditions Compliance Checklist**

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The City reserves the right to reject any proposal for non-compliance with one or more of the specifications.

<b>Minimal Contract Terms and Conditions Compliance Checklist</b>				
<b>#</b>	<b>Title</b>	<b>Comply</b>	<b>Exception</b>	<b>Not Comply</b>
1.	Scope of Agreement			
2.	General Conditions			
3.	Indemnification			
4.	Limitation of Liability			
5.	Insurance			
6.	Entire Agreement Clause			
7.	Identification of Parties to the Agreement / Non-Assignment Clause			
8.	Agreement Extension and Modification Clause			
9.	Invalidity			
10.	Waiver of Contract Right			
11.	Term and Termination Clause			
12.	Applicable and Governing Law / Litigation Clause			
13.	Confidentiality			
14.	Title and Confidentiality			
15.	Notices Clause			
16.	Survival Clause			
17.	Force Majeure Clause			
18.	Incorporation by Reference			
19.	Risk During Software Shipping, Storage and Installation			
20.	Patents, Copyrights, and Proprietary Rights Indemnification			
21.	Subcontractors			
22.	Effect of Regulation			

<b>Minimal Contract Terms and Conditions Compliance Checklist</b>				
<b>#</b>	<b>Title</b>	<b>Comply</b>	<b>Exception</b>	<b>Not Comply</b>
23.	Control of Sub-Contractor, Project Team and Project Manager Designation			
24.	Vendor as Independent Contractor			
25.	Warranty			
26.	Warranty of Fitness for a Particular Purpose			
27.	Resolution and Response Time Warranty			
28.	Continuity of Warranty			
29.	Acceptance Testing			
30.	Final Acceptance of the System			
31.	Standard Forms and Contracts			
32.	Non-Performance Escalation Procedures			
33.	Replication of Software			
34.	Non-Collusion			
35.	Annual Maintenance and Support Fees			
36.	Payment Terms			
37.	Travel Expense Reimbursement			
38.	Source Code			
39.	Programming Services			
40.	Major Releases/Upgrades			
41.	Solution Longevity			
42.	Successor Software Products			
43.	Use of Licenses by Personnel Who Are Not Employees			
44.	Vendor Merger or Acquisition			
45.	Functionality Replacement			

**6.9 Contract Terms and Conditions Compliance Checklist – Exception Explanations**

For all items marked as “Exception” in the Contract Terms and Conditions Compliance Checklist, a Vendor must fully explain the exception on the Exception Explanations form below. If the Vendor proposes alternative terms and conditions, the City, in its sole discretion, may accept, delete, or agree to modify the proposed alternative terms and conditions. No alternative licensing terms or conditions proposed by the Vendor will be binding, supersede, or replace any terms or conditions of section 5 of this RFP, unless fully agreed to by the City in the Agreement.

Exception Explanations		
#	Title	Explanation of Exception

## 7. Appendix A: Evaluation Procedures

The City will establish the Best Value including lowest price of the proposals for award. The City may award at the end of any evaluation round. Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.

1. **Minimal Criteria:** As part of the Vendor's RFP response, the following minimal criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:
  - a. **Response Timeliness:** RFP response is submitted by the due date and time.
  - b. **Response Authorization:** The RFP response is signed by an authorized company officer.
  - c. **Response Completeness:** Vendor complies with all instructions in the RFP and provides a response to all items requested that includes sufficient detail, such that the proposal can be evaluated. Any deficiencies in this regard will be determined by the City Purchasing Department to be either a defect that the City will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
  - d. **Specification Response Format:** Vendors must send one (1) electronic copy of the Proposal, completed Functional Requirements spreadsheet in the Microsoft Excel format provided, completed Pricing Forms spreadsheet in the Excel format provided, and the Vendor Forms in the Microsoft Word format provided.
  - e. **Relevance of Solution:** Minimum of three (3) current installations of their software with clients of similar size (population) and complexity of the City of Greenville, North Carolina with a minimum of one (1) installation for a local government law enforcement agency (e.g. City, Township, County, special district, or authority). Current installation is defined as an installation that was initiated within the last five (5) years.
2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimal criteria, the following categories of criteria will be used to further evaluate the proposals.

Functional Requirements

Implementation Requirements

Cost including both initial and on-going

Technical Requirements

General Vendor to include number and size of comparable municipal installations, financial stability, prior performance with the City, completeness of response, and quality of proposal response

3. **Round 3 Evaluation:** The top Vendors in the Round 2 Evaluation will then proceed to an additional level of due diligence that may include the following activities:
  - Follow-up questions and answers with the Vendors.
  - On-site Vendor demonstrations to include functionality demonstrations, technical demonstrations, service presentation, and other due diligence testing.
  - Reference checking with comparable entities using the Vendor's product.

- Potential site visits to comparable entities using the Vendor's product.
- Best and Final Offer (BAFO)/Revised proposal process with finalist Vendors.

At any point in time during Round 3 Evaluation, a Vendor may be excluded by the City from further consideration. At the conclusion of the Round 3 Evaluation activities, the remaining finalist Vendors will be assessed on all information collected to date against the following criteria:

- Functionality
- Implementation
- Service and support
- City investment and costs
- Ability to deliver "out of the box" functionality
- Technical requirements
- Other value added
- Vendor viability
- Vision

The City of Greenville will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the City over the long-term.